

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE THOUSAND THREE HUNDRED FIFTY and 00/100 DOLLARS (\$25,350.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Undersigned, TANISHA BOZEMAN, on her own behalf and on behalf of her assigns, agents and heirs, hereby releases and forever discharges Progressive Casualty Insurance Company, and its respective successors in interest, parent, subsidiary and affiliated companies, assigns, heirs, officers, directors, shareholders, agents, attorneys, adjusters, employees, representatives, insurers, and reinsurers (hereinafter collectively referred to as "the Releasees"), of and from all actions, causes of action, suits, controversies, claims, and demands of every kind and nature seeking recovery of insurance benefits of any kind under any policy which provided, or which might have provided, coverage, including but not limited to the Progressive Casualty Insurance Company policy issued to Arslad Cheema & Nassar Cheema, Policy No. CPAK 6943956 3 ("the Policy"), whether mature or to mature in the future, arising in any way out of the automobile accident which occurred on December 13, 2003, in Anchorage, Alaska ("the accident"), as a result of which the Undersigned suffered injuries and damages, or arising in any way out of any of the other matters set forth in the civil actions instituted by the Undersigned entitled: Tanizha Bozeman v. Progressive Casualty Insurance Company and Integrity Insurance

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LAW OFFICES OF
Guess & Rudd
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Agency, LLC, in the United States District Court for the District of Alaska, Case No. A05-00178 CV (JKS) and Tanisha Bozeman v. Kenneth Linville, in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, Case No. 3AN-05-5911 CIVIL, (hereinafter "the civil actions").

The Undersigned, by virtue of this Release of All Claims, hereby unequivocally releases and discharges the Releasees from any and all uninsured motor vehicle coverage claims and any other claims which were asserted in the civil action or which could have been asserted in the civil action and arising in any way out of the accident, the policy, or the manner in which the Undersigned's claim was handled or adjusted, including but not limited to claims for damages arising out of any and all personal injuries, consequential damages, loss of income, loss of earning capacity, pain and suffering, emotional or mental suffering, stress or trauma, medical expenses, financial distress, bad faith, statutory violations, contract damages, breach of fiduciary duty, punitive damages, economic loss, interest, attorney's fees, or costs or expenses of any kind whatsoever.

The Undersigned hereby covenants and agrees that she will not, either by herself or in concert with others, or by virtue of other judicial proceedings or arbitration demands of

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any kind whatsoever, make or cause to be made, acquiesce in or assist in, the bringing of any further claims or actions of any kind against the Releasees for damages or loss arising out of and allegedly arising out of the matters hereinabove described.

The Undersigned understands and acknowledges that the settlement reflected herein is the compromise of disputed claims and that the payment referenced herein is not to be construed as an admission of the nature or extent of the Undersigned's injuries or damages or an admission of any fault or liability on the part of the Releasees, each of whom denies fault and liability, or to be deemed in any way as precedent with respect to Releasees' conduct in any past, present or future actions, whether related to the civil action or not.

In view of the Alaska Supreme Court case of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978), with which the parties are familiar, it is specifically set forth that it is the intention of the Releasees and the Undersigned, and it is the purpose of this Release of All Claims, to discharge absolutely the liability of the Releasees and any and all claims arising out of the matters set forth above, and the Undersigned hereby acknowledges and assumes all risk, chance or hazard that the damages suffered may be different, or may become progressive, greater or more extensive than is now known, anticipated or expected.

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Furthermore, the Undersigned specifically releases any right she may now or hereafter have to reform, rescind, modify or set aside this Release of All Claims through mutual or unilateral mistake or otherwise. The risk of such uncertainty and mistake is expressly assumed by the Undersigned in consideration of the present payment herein mentioned and in consideration of this being a full and final settlement.

The Undersigned agrees that all claims asserted by the Undersigned against Progressive Casualty Insurance Company in the civil action shall be dismissed in their entirety, with prejudice, with each side bearing its own costs and attorney's fees. The Undersigned further agrees that she shall, through counsel, execute the appropriate Stipulation for Dismissal with Prejudice.

In consideration of the payment referenced herein, the Undersigned hereby agrees to satisfy, compromise, or defeat any and all liens out of the settlement proceeds and to defend, indemnify and hold harmless the Releasees from any claim, demand, or lien which may be asserted as against any of the Releasees by any third parties claiming an interest in the settlement funds, specifically including but not limited to any medical and health care providers who provided care to the Undersigned following the accident.

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The Undersigned hereby declares that the terms of this Release of All Claims have been carefully read and are fully understood and are voluntarily accepted, upon advice from counsel, for the purpose of making a full and final compromise of any and all claims, whether disputed or otherwise, for and on account of the injuries, claims, and damages above-mentioned and any claim she brought or could have brought in the above referenced civil action. This Release of All Claims contains six (6) pages and is the entire agreement of the parties.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____, 2006.

READ BEFORE SIGNING

Tanisha Bozeman

SUBSCRIBED and SWORN to before me by Tanisha Bozeman this _____ day of _____, 2006.

Notary Public, State of Alaska
My Commission Expires: _____

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ATTORNEY'S REPRESENTATION

I, P. Dennis Maloney, of Anchorage, Alaska, declare that I am the attorney representing Tanisha Bozeman in the above-matter, and that I have carefully and fully explained the terms, provisions, and effects of this release to my client, and that my client has represented to me that she believes she understands and appreciates the significance of those terms, provisions and effects.

DATED: _____

By: _____
P. Dennis Maloney